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March 30, 2020

Honorable Rosemary Gambardella, U.S.B.J.
U.S. Bankruptcy Court
50 Walnut Street, 3rd Floor
Newark, NJ 07102

Re: Nina Boykins
19-24572 (RG)
Chapter 13

Proceeding: Specialized Loan Servicing's Application for
Early Termination of Loss Mitigation

Hearing Date: To Be Determined

Dear Judge Gambardella

Please accept this letter in limited response to Specialized
Loan Servicing LLC's ("SLS") Application for Early Termination of
Loss Mitigation.

SLS' application is based on the fact that debtor failed to
make payments pursuant to a trial modification. This is
partially correct. Debtor has been in the process of preparing a
motion to enforce the loan modification with SLS. SLS had
apparently approved debtor for a trial modification in late 2019
or early 2020. However, SLS failed to actually provide debtor
with a copy of the trial modification despite several requests
for such on her part, which is why payments under such were not
made. Debtor can attest to this further in her own certification
which was to be the subject of the motion to enforce the
modification.

Although this loan is in the loss mitigation program, debtor
had been approved for the loan modification through her own
direct communications with SLS and outside of the DMM portal. As
such, my office was not directly nor contemporaneously involved
with the process. When the modification was offered, despite
engaging with debtor directly, SLS instead insisted that they

mailed the trial modification package to my office. However, this was incorrect as my office never actually received the package. So, without ever being provided with a confirmed copy of the trial modification, debtor was not able to perform under the terms of the trial modification. Based on this failure to ever provide her, or my office, timely with the copy of the modification, directly leading to her default, debtor has been preparing the motion to enforce the modification.

Nevertheless, debtor remains willing and able to comply with any such dulyly provided modification. Debtor requests that SLS voluntarily re-offer or extend to her such trial modification. Alternatively if SLS will not voluntarily do so, as a matter of judicial expediency, perhaps the court can compel SLS, via this proceeding, to provide such trial modification.

For the foregoing reasons, SLS' application to terminate loss mitigation should be denied.

Respectfully Submitted,

/s/ HERBERT B. RAYMOND, ESQ.

Herbert B. Raymond, Esq.